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4 BILL NO. S-76-09- 21.

5 SPECIAL ORDINANCE NO. S- 163-76

6 AN ORDINANCE approving a contract
7 with the County of Allen for the
8 rendering of sewage disposal and
treatment services.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. That the contract dated August 20, 1976,
12 between the City of Fort Wayne, by and through its Mayor and
13 the Board of Public Works and the County of Allen, for:

14 The rendering of sewage disposal and treatment
15 services for which the St. Joe Interceptor
Sewers were constructed,

16 of which the County of Allen shall pay the entire cost and expense
17 of all area and local connection charges, all as more particular-
18 ly set forth in said contract which is on file in the Office of
19 the Board of Public Works and is by reference incorporated
20 herein, made a part hereof and is hereby in all things ratified,
21 confirmed and approved.

22 SECTION 2. This Ordinance shall be in full force and
23 effect from and after its passage and approval by the Mayor.

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26 
27 Councilman

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33 APPROVED AS TO FORM
34 AND LEGALITY,
35 
CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 9-14-76

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>0</u>		<u>1</u>	
BURNS	<u>X</u>				
HINGA	<u>X</u>				
HUNTER	<u>X</u>				
MOSES	<u>X</u>				
NUCKOLS	<u>X</u>				
SCHMIDT, D.	<u>X</u>				
SCHMIDT, V.	<u>X</u>				
STIER				<u>X</u>	
TALARICO	<u>X</u>				

DATE: 9-28-76

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 1-163-76 on the 28th day of Sept, 1976.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

James S. Hite
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of Sept, 1976, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 1st day of October, 1976, at the hour of 8:00 o'clock _____ M., E.S.T.

Robert Armstrong
MAYOR

Bill No. S-76-09-21

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with the County of Allen for the rendering of
sewage disposal and treatment services

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance cy PASS.

Paul M. Burns - Chairman

John Nuckols - Vice-Chairman

William T. Hinga

Fredrick R. Hunter

Samuel J. Talarico

CONCURRED IN

DATE 6-28-76

CHARLES W. WESTERMAN, CITY CLERK

63-246-6 H.I
8/23/76

CONTRACT FOR RENDERING OF SEWAGE DISPOSAL
AND TREATMENT SERVICES

This agreement made by and between the City of Fort Wayne, Indiana (hereinafter referred to as CITY) and the County of Allen, Indiana (hereinafter referred to as COUNTY),

WITNESSETH:

WHEREAS, the CITY is a municipality in Allen County, Indiana which owns and operates a sewage treatment facility for the benefit of the citizens living within its municipal territory, and since said municipal sewage plant has a greater capacity, capable of treating more sewage than is now produced or will be produced in the foreseeable future by the residents of said municipality; and since CITY has from time to time undertaken to supply service directly to residents living outside its municipal limits, or to other entities, and to provide said service in sub-urban areas; and

WHEREAS, the COUNTY is the owner of certain real estate in Perry Township, in Allen County, more particularly described in Exhibit "A" attached hereto and made part hereof (hereinafter called the REAL ESTATE) which said REAL ESTATE consists of 233.47 acres more or less; and

WHEREAS, the COUNTY is presently utilizing a portion of the REAL ESTATE to house certain facilities, including, but not exclusive of the following:

The Irene Byron Hospital
Allen County Home for Children
Allen County Home for the Elderly
The North County Maintenance Barn

WHEREAS, the COUNTY is presently operating a private sewage collection system and sewage treatment facilities which has been shown to be inadequate by the Indiana Stream Pollution Control Board; and

WHEREAS, the CITY has, at its own expense, in conjunction with State and Federal funding, constructed the St. Joe Sanitary Interceptor Sewer, which included within its design the eventual rendering of sewage disposal services for the REAL ESTATE; and

WHEREAS, in order to defray the cost of construction of said existing and proposed St. Joe Sanitary Interceptor Sewer, the Board of Public Works, on September 26, 1974, adopted and recorded Resolution No. 61-140-11, whereby certain area and local assessments would be made upon any future users of the St. Joe Sanitary Interceptor Sewer; and

WHEREAS, the COUNTY desires to contract with CITY to treat said sewage as collected by the COUNTY for a certain area within said REAL ESTATE; and

NOW, THEREFORE, in consideration of the faithful performances of the mutual covenants and agreements contained herein, the parties to this Agreement do hereby agree as follows:

1. Service Area of this Agreement

The area to be serviced by this Agreement shall be only those portions of Perry Township, Allen County, for which COUNTY owns and is shown crosshatched upon Exhibit "A" of this Agreement.

2. Service

The CITY agrees to accept for treatment in its Sewage System, the sewage collected by COUNTY within the above described service area from the interconnection manhole as shown on Exhibit "A". The COUNTY agrees to collect sewage within the above described service area at its own total cost and to deliver its sewage to the above described interconnection manhole.

3. Payments and Charges for Service Area

The COUNTY will pay CITY all area and local charges applicable for the service area as delineated in Exhibit "A" and that Real Estate lying outside the service area shall be subject to all fees established by Resolution 61-140-11. These charges are tabulated in Exhibit "B" and total \$72,449.50. Of this amount, \$18,449.50 will become due upon the execution of this document. Then, \$18,000.00 will become due on July 1, 1977. Then, \$18,000.00 will become due on July 1, 1978, and the remaining \$18,000.00 will become due July 1, 1979.

The COUNTY will pay CITY all appropriate outside of City bulk monthly rate charges for sewage disposal which are now in effect and may be changed by the CITY (See Exhibit "B", Paragraph "F"). Monthly volumetric quantities of sewage shall be determined by a volumetric metering device now in place on said REAL ESTATE. Said meter shall be subject to inspection by officials of both CITY and COUNTY.

Any notices, requests, approvals, payments of monies, or demands which must or may be given or made by the parties hereto shall be effective if only in writing, delivered or mailed by United States mail, postage prepaid, addressed to the respective party as follows: CITY: Board of Public Works, City of Fort Wayne, City-County Building, Fort Wayne,

Indiana 46802; COUNTY: Allen County Commissioners, City-County Building, Fort Wayne, Indiana 46802; or to such other places each party may designate in writing to the other.

Upon the CITY'S imposing an in-CITY industrial waste surcharge, a like surcharge may be applicable to COUNTY for industrial waste received by the CITY from COUNTY'S sewer system, and the same terms and conditions shall be applicable to the waste waters received from the COUNTY for treatment by the CITY.

4. Construction of Connection Facilities

The CITY will be responsible to make any and all necessary construction of structures, pipes, bulkheads, etc., to divert the COUNTY'S sewage from the aforesaid interconnection manhole to the CITY'S Water Pollution Control Plant. The COUNTY will be responsible to make any necessary arrangements to abandon the existing sewerage plant. In doing so, COUNTY agrees to follow all procedures outlined by local, state and/or federal agencies for said abandonment.

5. Existing Contracts

Nothing contained in this Agreement shall be construed as affirming, altering, amending, repudiating or cancelling any contracts heretofore entered into between CITY and COUNTY. Each party hereto specifically reserves any rights they may have in connection therewith, other than as modified or amended by other paragraphs of this Agreement.

6. Ownership of Facilities

The interconnection manhole, the sanitary sewer from the interconnection manhole and the volumetric measuring device, shall become the property of the CITY and the CITY shall be responsible for the maintenance, repair or enlargement thereof and, if necessary, the enlargement or replacement of said measuring device. In the event the contract is terminated without fault of CITY, then the interconnection manhole, the sanitary sewer from the interconnection manhole and the volumetric measuring device, shall remain the property of CITY.

7. Sewer Extensions

In the event any lines, mains, laterals and facilities proposed for construction by COUNTY become useful for extending sanitary service to persons beyond the boundaries of COUNTY'S Real Estate (as determined by CITY), COUNTY shall convey, at no cost, to CITY those lines, mains,

laterals and facilities along with adequate easements which are useful for such purpose. The COUNTY shall be solely responsible for making the connection of its facilities to those sanitary sewers within said easements. The COUNTY, its successors or assigns, shall, at its sole expense, construct all internal lines, mains, laterals and other facilities as may be necessary and required throughout the REAL ESTATE in order to connect any structures of any type or nature located upon the REAL ESTATE to the interconnection manhole. All such lines, mains, laterals and other facilities constructed by COUNTY shall be constructed and installed in strict accordance with any applicable laws, ordinance, rules or regulations established by the Federal, State or County Governments.

All lines, mains, laterals and facilities constructed by COUNTY within the Real Estate shall be and remain the sole property of COUNTY, and COUNTY shall be solely responsible for the maintenance thereof at all times or until such time as the lines, mains, and facilities are transferred to CITY as contemplated in the in the aforementioned paragraph. The COUNTY agrees to save and hold harmless CITY from any claims, damages, actions, suits and proceedings of any kind or nature arising out of COUNTY'S failure to maintain such lines, mains, laterals and other facilities at all times.

8. Conditions of Approval and Joint Obligations

It is understood and agreed that this Agreement is subject to the approval of the Common Council of the City of Fort Wayne and to those applicable provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns' Indiana Statutes Annotated 48-3963, 48-3964 and 48-3965).

The parties hereto agree that whenever any acceptance or approval is to be given or granted by either party hereunder, then the same shall not be unreasonably withheld.

This Agreement shall be binding upon and benefits hereof shall inure to the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Approved as to form and legality:

Ronald Scott
County Attorney

Approved as to form and legality:

Timothy B. Burr
City Attorney

ATTEST:

Urenea Miller
Clerk

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared the above named VANCE L. AMSTUTZ, JACK K. DUNIFON AND RICHARD M. ELLENWOOD to me known and known by me to be the persons who as Commissioners of Allen County, signed the foregoing instrument as COMMISSIONERS that the same is their free and voluntary act and deed as such COMMISSIONERS

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20 day of August, 1976

COUNTY OF ALLEN

COUNTY COMMISSIONERS:

Vance L. Amstutz
Vance L. Amstutz, President

Jack K. Dunifon
Jack K. Dunifon, Vice President

Richard M. Ellenwood
Richard M. Ellenwood, Secretary

CITY OF FORT WAYNE, INDIANA

By: Robert E. Armstrong
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS:

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G. Scott
Max G. Scott, Member

My Commission Expires:

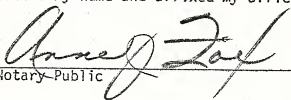
3/6/80

Annie J. Fox
Notary Public

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

BEFORE ME, a Notary Public in and for said County and State this 20,
day of AUGUST, 1976, personally appeared the within named Robert
E. Armstrong, Mayor and Chief Executive Officer of the City of Fort Wayne, Indiana;
the within names Henry P. Wehrenberg, Ethel H. LaMar and Max G. Scott, members of
the Board of Public Works of the City of Fort Wayne, Indiana and Clerk of the Board
of Public Works of the City of Fort Wayne, Indiana, to me personally known, who,
being by me duly sworn, said that they are respectively the Mayor and Chief
Executive Officer of the City of Fort Wayne, the Members and the Clerk of the
Board of Public Works of the City of Fort Wayne, Indiana and that they signed said
instrument on behalf of the City of Fort Wayne and its BOARD OF PUBLIC WORKS
of the City of Fort Wayne, Indiana, with full authority so to do,
and acknowledged said instrument to be the voluntary act and deed of said department
and said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal.


Notary Public

My Commission Expires:

3/6/80

EXHIBIT "A"

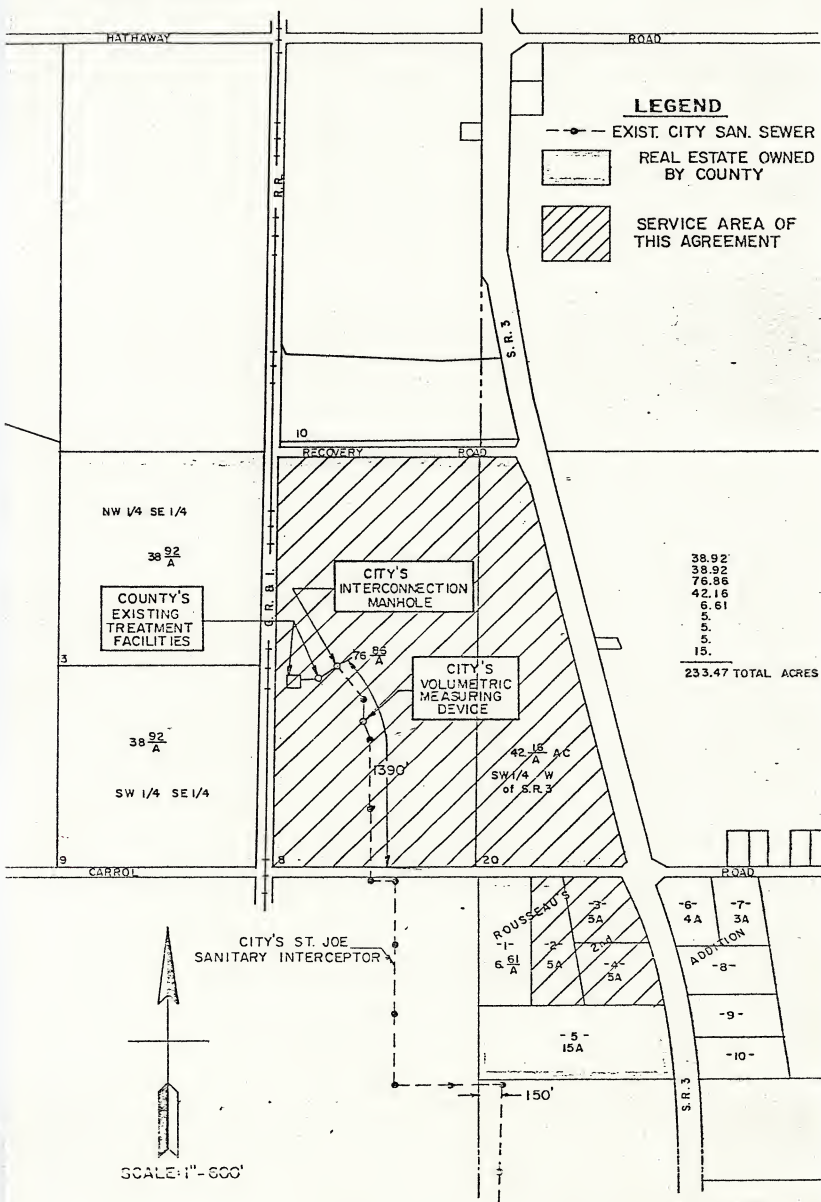


EXHIBIT "B"

SUMMARY OF PAYMENTS

A. Area presently owned by County as delineated by Exhibit "A"

South of Carroll Road	36.61 Ac.
North of Carroll Road & East of R.R.	119.02 Ac.
North of Carroll Road & West of R.R.	<u>77.84 Ac.</u>
TOTAL	233.47 Ac.

B. Area subject to Area Charges as delineated on Exhibit "A"

<u>Location</u>	<u>Acreage</u>	<u>Acreage Charged</u>
South of Carroll Road	36.61 Ac.	15.00 Ac.
North of Carroll Road & East of R.R.	119.02 Ac.	119.02 Ac.
North of Carroll Road & West of R.R.	<u>77.84 Ac.</u>	<u>0 Ac.</u>
TOTAL	233.47 Ac.	134.02 Ac.

Total Area Charges: $\$475.00 \times 134.02 = \$63,659.50$

C. Area Subject to Local Charges:

South of Carroll Road @ \$3.00 per foot 150 ft.
 North of Carroll Road @ \$6.00 per foot 1,390 ft.

Charges: \$3.00 x 150	\$ 450.00
\$6.00 x 1390	<u>\$8,340.00</u>
TOTAL LOCAL CHARGES	<u>\$8,790.00</u>

D. Summary of Total Connection Charges:

Area Charges:	\$63,659.50
Local Charges:	<u>\$ 8,790.00</u>
TOTAL	\$72,449.50

E. Deferred Payments:

Due with execution of this document	\$18,449.50
Due July 1, 1977	18,000.00
Due July 1, 1978	18,000.00
Due July 1, 1979	<u>18,000.00</u>
City of Fort Wayne TOTAL	\$72,449.50

F. Summary of present City of Fort Wayne bulk sewerage monthly rates*

<u>Cubic Feet Per Month</u>	<u>Rate Per 100 Cubic Feet</u>
First 500	\$.37
Next 1,500	.35
Next 2,500	.33
Next 7,500	.32
Next 18,000	.30
Next 20,000	.29
Next 50,000	.28
Next 50,000	.25
Next 150,000	.24
Next 150,000	.22
Over 450,000	.13

*Effective January 21, 1975

TITLE OF ORDINANCE SPECIAL ORDINANCE - SEWAGE DISPOSAL AND TREATMENT AGREEMENTDEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS*2-76-09-21*SYNOPSIS OF ORDINANCE Contract for rendering of sewage disposal and treatment services

between the City of Fort Wayne and County of Allen will provide said services
to certain County-owned properties in Perry Township. County private sewage
system has been deemed inadequate by the Stream Pollution Control Board.

The County system will deliver this Perry Township sewage to the newly constructed
St. Joe Interceptor line which will deliver it to the Sewage Treatment Plant.

All area and local connection charges in amount of \$72,449.50 will be paid to
the City by the County.

(SEE EXHIBITS "A" AND "B" FOR AREA TO BE SERVED AND REVENUE TO CITY)

EFFECT OF PASSAGE Provide service for which St. Joe Interceptor Sewers were
constructed. Revenue to City.

EFFECT OF NON-PASSAGE Failure to provide service made possible by Federal Grant
received to construct St. Joe Interceptor facilities.

FOLEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Revenue to Sewer Utility

ASSIGNED TO COMMITTEE

City Utilities Dept